20 Ohio St. 97. And a *cestui que trust* of a chose in action held in trust by an infant has been allowed to compel the obligor to pay directly to him. *Levin* v. *Ritz*, 17 N. Y. Misc. 737, 41 N. Y. Supp. 405. The principal case goes but a step beyond these cases. Nor is it objectionable, since under modern practice the same result could be obtained by removing the infant and appointing a new trustee.

VENDOR AND PURCHASER — REMEDIES OF VENDOR — EQUITABLE LIEN OF UNPAID VENDOR. — The plaintiff sold and conveyed land to the defendant, receiving a promissory note in part payment. He indorsed the note to a bank as collateral security for advances. Upon failure to pay the note when due, the bank sued the defendant as maker and the plaintiff as indorser and got judgment against each, which judgment remains unsatisfied. The plaintiff then filed the present bill praying a declaration that he has a lien upon the land conveyed and is entitled to maintain a *caveat* against the land until payment of the amount due on the note, and also for foreclosure and sale of the land. The bank was not made a party to the bill. *Held*, that the plaintiff is entitled to maintain a *caveat* against the land, but not to foreclose. *Denny* v. *Nozick*, 48 D. L. R. 310.

Despite apparent inconsistency with the policy of recording statutes and theoretical objections, there are still a limited number of jurisdictions where an unpaid vendor of land has an equitable lien on the land for the purchase price. *Mackreth* v. *Symmons*, 15 Ves. 329; *Wilson* v. *Plutus Mining Co.*, 174 Fed. 317. *Contra*, *Ahrend* v. *Odiorne*, 118 Mass. 261; *Kauffault* v. *Bower*, 7 S. & R. (Pa.) 64. See 2 JONES ON LIENS, § 1063. Jurisdictions allowing such a lien are in hopeless confusion in regard to who may enforce it. See 2 JONES ON LIENS, §§ 1092 *et seq.* Some consider it personal to the vendor, and neither allow the lien to follow the debt in equity nor permit him expressly to assign it. *Keith* v. *Horner*, 32 Ill. 524; *Hecht* v. *Spears*, 27 Ark. 229. Some permit assignment as collateral security for the vendor's debt but not otherwise. *Carlton* v. *Buckner*, 28 Ark. 66. Other jurisdictions allow assignment freely. *Sloan* v. *Campbell*, 71 Mo. 387; *Nichols* v. *Glover*, 41 Ind. 24. In such jurisdictions, payment to the transferee by the vendor as surety of course enables the latter to enforce the lien by subrogation. *Mathews* v. *Aiken*, 1 N. Y. 595; *Riggs* v. *Chapman*, 46 S. W. 692 (Ky.). However, even in jurisdictions restricting assignment, if the vendor is later compelled to pay as indorser, his lien revives. *Cotton* v. *McGehee*, 54 Miss. 510; *Hallock* v. *Smith*, 3 Barb. (N. Y.) 267. In any jurisdiction, therefore, which permits the lien at all, the grantor could enforce the lien after payment. Before payment, however, since the bank was not a party in the principal case, it seems clear that the vendor should not be granted foreclosure and sale on a theory of exoneration. But the decree as granted amounts to no more than maintaining the *status quo* until the debt should be paid, and as such would seem to be properly granted. See *Wolmershausen* v. *Gullick*, [1893] 2 Ch. 514.

WILLS — CONSTRUCTION — CONDITIONAL WILLS. — Before starting on a journey, the testator made a will providing, "in case of any serious accident, . . . I direct . . ." and therein left all his property to his aunt. The testator returned home safely. *Held*, that the will was not conditional. *In re Tinsley's Will*, 174 N. W. 4 (Iowa).

The validity of a will may depend upon the fulfillment of a condition. *Davis* v. *Davis*, 107 Miss. 245, 65 So. 241; *In the Goods of Porter*, L. R. 2 P. & D. 21. If the condition is plainly stated it will be enforced, whether precedent or subsequent in form. See 28 HARV. L. REV. 336. A recent New York decision to the contrary seems insupportable. *In re Steiner's Will*, 152 N. Y. Supp. 725. But if the words of the condition are not mandatory, the condition will not be